

Paul Castronovo (Attorney ID # 015651999)  
**CASTRONOVO & MCKINNEY, LLC**  
71 Maple Avenue  
Morristown, NJ 07960  
(973) 920-7888  
Attorneys for Plaintiff  
Nicole Alexander

NICOLE ALEXANDER,

Plaintiff,

v.

MCELROY, DEUTSCH, MULVANEY &  
CARPENTER, LLP,

Defendant.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION – MORRIS COUNTY

DOCKET NO.

Civil Action

**COMPLAINT AND JURY DEMAND**

Plaintiff, Nicole Alexander (“Plaintiff”), through her attorneys, Castronovo & McKinney, LLC, files this Complaint and Jury Demand seeking compensatory damages, punitive damages, attorneys’ fees, and costs of suit from Defendant, McElroy, Deutsch, Mulvaney & Carpenter, LLP (“Defendant MDMC”), and alleges as follows:

### **FACTS**

#### **A. Jurisdiction and Venue**

1. Plaintiff resides at 710 Woodland Avenue, Westfield, New Jersey.
2. Defendant MDMC is a law firm organized as limited liability partnership with a principal place of business located at 1300 Mount Kemble Avenue, Morristown, New Jersey.
3. Defendant MDMC employed Plaintiff at its principal place of business.

#### **B. Plaintiff’s Employment and Termination Due to Her Marital Status.**

4. Defendant MDMC employed Plaintiff from September 11, 2000 through April 15, 2023, first as an attorney and most recently as Director of Business and Professional Development.

5. Throughout her nearly 23 years of employment, Defendant MDMC valued Plaintiff's skills and contributions to the firm.

6. Defendant MDMC promoted her several times.

7. The members of Defendant MDMC's Executive Committee viewed Plaintiff as a trusted employee and confidante.

8. After Plaintiff married Defendant MDMC's Chief Financial Officer, John Dunlea, in 2015, Defendant MDMC's founder and Chair of the Executive Committee, Ed Deutsch, hosted their wedding reception at his home.

9. Similarly, Mr. Deutsch, Executive Committee member Joe LaSala, in-house counsel Lucy Karp, and other Defendant MDMC partners celebrated Plaintiff's 40<sup>th</sup> birthday in Paris with her.

10. But this deep bond evaporated when Defendant MDMC fired Mr. Dunlea on April 13, 2023 for alleged financial misconduct.

11. Plaintiff was completely unaware of any alleged financial malfeasance by her husband.

12. Plaintiff and Mr. Dunlea maintain separate bank accounts except for a joint account to pay their mortgage.

13. Plaintiff does not even know how much Mr. Dunlea pays in alimony to his ex-wife.

14. After Defendant MDMC terminated Plaintiff's employment, she learned that Mr. Dunlea still pays his ex-wife's mortgage.

15. Well before Defendant MDMC terminated Plaintiff's employment, Plaintiff informed Ms. Karp that Plaintiff keeps separate finances from her husband.

16. On the morning of Saturday, April 15, 2023, Ms. Karp called Plaintiff to provide notice that she and Defendant MDMC partner Jim Patterson would be calling her to offer a severance package.

17. Ms. Karp noted that there had been a “difference of opinion” among Defendant MDMC’s decisionmakers on whether Plaintiff knew of Mr. Dunlea’s actions.

18. A few minutes later, Mr. Patterson and Ms. Karp called Plaintiff where Mr. Patterson advised that Defendant MDMC had terminated Plaintiff’s employment by eliminating her position, she would be eligible for unemployment benefits, Defendant MDMC would provide a \$50,000 lump sum in severance pay, and subsidize six months of health insurance, among other things.

19. By letter of May 3, 2023 from the Executive Committee to Plaintiff, Defendant MDMC again advised Plaintiff that it had terminated her employment “because your position with the Firm has been eliminated.”

20. The letter continued that Defendant MDMC would not offer her a severance package since Defendant MDMC later learned that Plaintiff had allegedly engaged in “improper use of your corporate American Express card for personal expenditures as well as other potential issues.”

21. The temporal proximity between Defendant MDMC’s firing of Mr. Dunlea and terminating Plaintiff’s employment is unusually suggestive of discriminatory animus against Plaintiff by Defendant MDMC due to Plaintiff’s marital status.

22. Ms. Karp’s statement that the actions of Plaintiff’s husband motivated Defendant MDMC’s decision to terminate Plaintiff’s employment provide further evidence that Defendant MDMC fired her for her husband’s sole actions.

23. Quite simply, but for Plaintiff's marriage to Mr. Dunlea, Defendant MDMC would have continued to employ her as it had for nearly a quarter-century.

### **COUNT I**

#### **LAD – Marital Status Discrimination**

24. Plaintiff repeats and incorporates the facts alleged in the preceding paragraphs.

25. Plaintiff satisfactorily performed her job at all times.

26. Since 2015, Defendant MDMC's partners were aware that Plaintiff was married to Mr. Dunlea.

27. Defendant MDMC terminated Plaintiff's employment.

28. Defendant MDMC terminated Plaintiff's employment because Plaintiff was married to Mr. Dunlea.

29. Defendant MDMC's termination of Plaintiff's employment constitutes an adverse employment action.

30. Defendant MDMC's actions constitute discrimination on the basis of Plaintiff's marital status that violate the Law Against Discrimination, N.J.S.A. 10:5-1, *et seq.*

31. Defendant MDMC's conduct was willful, malicious and/or especially egregious and done with the knowledge and/or participation of upper-level management, including Ed Deutsch, Joe LaSala, Mike Marone, Ms. Karp, and Mr. Patterson.

32. As a result of Defendant MDMC's wrongful conduct, Plaintiff has suffered, and continues to suffer, damages including back pay, front pay, and emotional distress.

**WHEREFORE**, Plaintiff seeks judgment against Defendant on each count awarding her compensatory damages, punitive damages, attorneys' fees, costs of suit, pre- and post-judgment interest, and all other relief that the Court deems equitable and just.

**CASTRONOVO & MCKINNEY, LLC**



Dated: June 27, 2023

By: \_\_\_\_\_

Paul Castronovo  
Attorneys for Plaintiff

**DEMAND FOR TRIAL BY JURY**

Plaintiff demands a trial by jury on all issues so triable.

**CASTRONOVO & MCKINNEY, LLC**



Dated: June 27, 2023

By: \_\_\_\_\_

Paul Castronovo  
Attorneys for Plaintiff

**DESIGNATION OF TRIAL COUNSEL**

Plaintiff designates Paul Castronovo as trial counsel in this action.

**CASTRONOVO & MCKINNEY, LLC**



Dated: June 27, 2023

By: \_\_\_\_\_

Paul Castronovo  
Attorneys for Plaintiff

**RULE 4:5-1 CERTIFICATION**

I hereby certify that this matter is not the subject of any other pending civil action or arbitration proceeding. I further certify that I know of no other parties who should be joined in this litigation at the present time.

**CASTRONOVO & MCKINNEY, LLC**



Dated: June 27, 2023

By: \_\_\_\_\_

Paul Castronovo  
Attorneys for Plaintiff